

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND 4LEAF, INC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **4LEAF, INC.** ("Consultant") this _____ day of _____, 20____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract for building construction, fire plan review, and field building inspection services dated June 24, 2020; and

WHEREAS, the original contract was in an amount not to exceed \$30,000 per fiscal year 2020-2021 and \$30,000 per fiscal year 2021-2022 with an expiration date of June 30, 2022; and

WHEREAS, a First Amendment to the existing contract is requested in order to extend the timeline of the contract to June 30, 2023 inclusive; and

WHEREAS, the First Amendment will provide the Consultant's fiscal year 2022-2023 Fee Schedule and Basis of Charges; and

WHEREAS, the First Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 2 is hereby amended to add the following:

"Section 2 entitled "Term of Contract" of the Contract is hereby amended to read, "The term of this Contract shall be from July 1, 2020 to June 30, 2023, inclusive."

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide the Consultant's fiscal year 2022-2023 Fee Schedule and Basis of Charges specified in Exhibit "C" entitled "First Amendment to Compensation", which is attached hereto and incorporated herein."

All other terms and conditions of the Contract dated June 24, 2020, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

4LEAF, INC.

By _____
Rene Mendez, City Manager

By _____
Kevin J. Duggan, President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

FY2022-2023 FEE SCHEDULE & BASIS OF CHARGES

For the City of Watsonville
All Rates are Subject to Basis of Charges

NATURE OF BUILDING SERVICES	COST STRUCTURE
Plan Review & CASp Services	<p>Plan Review Percentage Cost: 68%</p> <p>Plan Review Hourly Cost: \$120 Non-Structural Review \$145 Structural Review</p> <p><i>*Percentages excludes Civil & Fire plan review, which is billed on an hourly basis.</i></p> <p><i>*Fee includes initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks.</i></p> <p><i>* Fee includes shipping, courier, and electronic service.</i></p>

Staff Augmentation Services

Interim Chief Building Official.....	\$150/hour
On-Site Plan Review Engineer	\$145/hour
On-Site Non-Structural Plans Examiner.....	\$120/hour
Civil Review	\$155/hour
Senior Lead Inspector	\$130/hour
Certified Building Inspector I	\$95/hour
Certified Building Inspector II	\$108/hour
Commercial Inspector/Building Inspector III.....	\$118/hour
Code Enforcement Officer	\$95/hour
Senior Code Enforcement Officer.....	\$118/hour
Administrative Support	\$65/hour
Permit Technician	\$73/hour
Senior Permit Technician.....	\$83/hour
Permit/Counter Manager	\$99/hour
Fire Review	\$155/hour
Fire Inspector I.....	\$110/hour
Fire Inspector II.....	\$130/hour
Fire Prevention Officer	\$145/hour
Fire Protection Engineer.....	\$175/hour
Inspector of Record (including DSA or OSHPD)	\$138/hour
Public Works Inspector	\$155/hour
OSHPD Inspection/Review.....	\$140/hour
CASp Inspection/Review.....	\$155/hour
Principal Planner	\$162/hour
Senior Planner	\$148/hour



Associate Planner	\$130/hour
Assistant Planner	\$120/hour
Planning Technician	\$95/hour
Project Manager	\$179/hour
Director	\$187/hour
Principal-in-Charge	\$195/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

*Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel.

Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed in Section 4: Professional Services Fees.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and two (2) rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and two (2) rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2022-2023 contract period. 3% escalation for FY2023-2024 is negotiable per market conditions.
 - This fee structure takes effect July 1, 2022. Plan review rates shall be charged by the date of the invoice, not the date of assignment.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8 hours M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8 hours Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate



- Overtime will only be billed with prior authorization of the Chief Building Official, Public Works Director, or other responsible designated City personnel.
- All work with less than 8 hours' rest between shifts will be charged the appropriate overtime rate.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular time rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.
- If 4LEAF is requested or otherwise required to conform to Client's alternative work week schedule ("AWW"), Client hereby agrees to compensate or reimburse 4LEAF for all overtime paid to its employees who work an AWW.
 - If 4LEAF's affected employment group approves an AWW election and the same is registered, the overtime compensation/reimbursement shall not be required.
- Mileage, driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.